

Jennifer Wood
Mayor

J. Carlos Gomez
Mayor Pro Tem

Chuck McGuire
Council Member

Donald Parris
Council Member

Eugene Stump
Council Member



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

Tuesday August 8, 2017

Special Meeting 5:30 pm
Regular Meeting 6:00 pm

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

August 8, 2017

*****At this time, please take a moment to turn off your cell phones*****

5:30 P.M.
CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION

CS 1. Pursuant to Cal. Gov't Code §54956.9 (d)(1); Conference with Legal Counsel;
Liability Claim
Name of Claimant: Waymon Henderson

CLOSED SESSION ACTION

6:00 P.M.
REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update
Fire Chief Vincent – Department Update
Public Works Director Platt – Department Update
Finance Director O'Laughlin – Department Update
Parks and Recreation Supervisor Daverin – Department Update
City Manager Weil – City Update
AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over

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which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. CITY CHECK REGISTERS dated through 08/03/17

CC 2. State Controller: Contract for the Annual Streets / Road Report

CC 3. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY SUPPORTING SOUTHERN CALIFORNIA GAS COMPANY'S RECOMMENDATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) FOR THE CITY TO BE ONE OF FIVE COMMUNITIES TO HOST A NATURAL GAS DEMONSTRATION PROJECT, THERETO"

CONTINUED PUBLIC HEARING

CPH 1. Medical Marijuana Permit Award – City Manager Weil

PUBLIC HEARING PROCEDURE

- A. Mayor read the item
- B. Mayor reopen the Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Ask city clerk to report on any communication(s)
- F. Mayor call for public testimony
- G. Close Public Hearing by motion
- H. Council discussion
- I. Council motion and vote

Recommendation

Council discuss, take public comment and authorize the issuance of Medical Marijuana Business permits as presented. (All permits to be conditional upon completion of the Live Scan process)

CONTINUED BUSINESS

CB 1. Approval of Agreement with Creative Financial Staffing — Finance Director O'Laughlin

Recommendation

Council discuss and approve entering into an agreement with Creative Financial Staffing for the hiring of a temporary Budget Analyst

CB 2. Fire Department: Medical Director Position – Fire Chief Vincent

Recommendation

Council discuss and approve contract with John Jay Stroh, MD, for Medical Director services, not to exceed \$1500.00 per month

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NEW BUSINESS

NB 1. Traffic Light System at CCB and Hacienda Blvd.: New equipment – Building Official Barragan

Recommendation

Council discuss and approve purchase of equipment as presented

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

Councilmember McGuire

Councilmember Parris

Councilmember Stump

Mayor Pro Tem Gomez

Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/17	07/25/2017	100532	Alvarez, Marco	Delivered/Installed 2 Dish	070517	150.00	150.00
Total 100532:							150.00
07/17	07/25/2017	100533	Andrew Dunn Pecos League of	Gate Revenue	071817	544.00	544.00
07/17	07/25/2017	100533	Andrew Dunn Pecos League of	Concession Revenue 7/14 t	071917	1.84	1.84
Total 100533:							545.84
07/17	07/25/2017	100534	Charter Communications	desert Jade Cable Service	0025620 062217	2,477.50	2,477.50
07/17	07/25/2017	100534	Charter Communications	Desert Jade Internet Cable	0130123 062817	89.98	89.98
Total 100534:							2,567.48
07/17	07/25/2017	100535	Cheers, Evelyn	Desert Jade On Call Manage	071217	150.00	150.00
Total 100535:							150.00
07/17	07/25/2017	100536	City Hardware	Desert Jade Hardware Supp	HOUSING 063017	413.84	413.84
Total 100536:							413.84
07/17	07/25/2017	100537	City Of Cal City-General	Dial A Ride Trips	209	94.20	94.20
Total 100537:							94.20
07/17	07/25/2017	100538	Davis, Samuel	Desert Jade Cleaning Servic	JULY 2017	120.00	120.00
Total 100538:							120.00
07/17	07/25/2017	100539	Frontier	Telephone Desert Jade	040693-5 071317	148.73	148.73
07/17	07/25/2017	100539	Frontier	Telephone Desert Jade	052893-5	57.00	57.00
07/17	07/25/2017	100539	Frontier	Telephone Service from Ve	081503-5 071917	2,589.60	2,589.60
Total 100539:							2,795.33
07/17	07/25/2017	100540	Hd Supply Facilities Maintena	Desert Jade Blinds & Brack	9155591064	107.64	107.64
Total 100540:							107.64
07/17	07/25/2017	100541	John the Plumber-	Plumbing Work #19 & 81	002229	118.00	118.00
07/17	07/25/2017	100541	John the Plumber-	Plumbing Work #19 & 81	002239	775.00	775.00
Total 100541:							893.00
07/17	07/25/2017	100542	Krol, Maurice R	On Call Manager Service	071217	150.00	150.00
Total 100542:							150.00
07/17	07/25/2017	100543	Martin's L & E Enterprise	Replaced Ceiling Fan	3262	90.00	90.00

CC I.

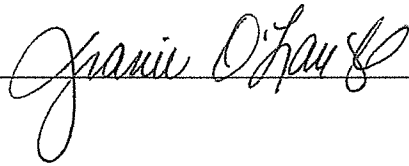
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100543:							90.00
07/17	07/25/2017	100544	MJ Mechanical & Heating	A/C Emergency Service Uni	09904	165.00	165.00
Total 100544:							165.00
07/17	07/25/2017	100545	Pridgen, Elizabeth	Desert Jade On Call Manage	071217	150.00	150.00
Total 100545:							150.00
07/17	07/25/2017	100546	Quality Maintenance	Desert Jade Landscaping	072417	1,900.00	1,900.00
07/17	07/25/2017	100546	Quality Maintenance	Desert Jade Handyman Wo	JULY 2017	405.00	405.00
Total 100546:							2,305.00
07/17	07/25/2017	100547	Reliable Air Condit. & Heating	Air Conditioning Work Des	17639	99.31	99.31
07/17	07/25/2017	100547	Reliable Air Condit. & Heating	Air Conditioning Work Des	17743	210.00	210.00
Total 100547:							309.31
07/17	07/25/2017	100548	Sears Commercial	Clubhouse Dishwasher	XXX-7709	684.21	684.21
Total 100548:							684.21
07/17	07/25/2017	100549	So California Edison Co	Desert Jade Edison	2-03-757-6386 070	264.68	264.68
07/17	07/25/2017	100549	So California Edison Co	Desert Jade Edison	2-08-633-3101 070	28.59	28.59
07/17	07/25/2017	100549	So California Edison Co	Desert Jade Edison	2-11-346-0356 070	64.38	64.38
07/17	07/25/2017	100549	So California Edison Co	Desert Jade Edison	2-20-903-9700	73.65	73.65
07/17	07/25/2017	100549	So California Edison Co	Desert Jade Edison	3-019-4144-62	58.92	58.92
Total 100549:							490.22
07/17	07/25/2017	100550	So California Gas Co	Gas Summary Account # 17	1691-1 071717	321.01	321.01
07/17	07/25/2017	100550	So California Gas Co	Gas Service Desert Jade	9600, 6696, 9600	91.26	91.26
Total 100550:							412.27
07/17	07/25/2017	100551	SWRCB	D1 License Renewal S Sam	OP#44709 RENEW	70.00	70.00
Total 100551:							70.00
07/17	07/25/2017	100552	Thugs to Bugs Pest Control	Desert Jade Pest DJ Comple	DESERT JADE # 51	420.00	420.00
07/17	07/25/2017	100552	Thugs to Bugs Pest Control	Desert Jade Pest Control	DESERT JADE APT 6	550.00	550.00
Total 100552:							970.00
07/17	07/25/2017	100553	U S Bank Corporate Payment	xxx-7239 1CALCITY Police	XXX-7239 062617	90.98	90.98
07/17	07/25/2017	100553	U S Bank Corporate Payment	xxx-7254 2CALCITY Police	XXX-7254 062617	556.61	556.61
07/17	07/25/2017	100553	U S Bank Corporate Payment	xxx-7288 Fire 4 CALCITY	XXX-7288 062617	809.53	809.53
07/17	07/25/2017	100553	U S Bank Corporate Payment	XXX-7304 Public Works	XXX-7304 062617	1,964.86	1,964.86
07/17	07/25/2017	100553	U S Bank Corporate Payment	XXX-7312 Public Works	XXX-7312 062617	2,264.67	2,264.67
07/17	07/25/2017	100553	U S Bank Corporate Payment	xxx-7490 Brenda Daverin	XXX-7490 062617	2,388.51	2,388.51
07/17	07/25/2017	100553	U S Bank Corporate Payment	xxx-7639 3 CALCITY Fire	XXX-7639 062617	793.08	793.08
07/17	07/25/2017	100553	U S Bank Corporate Payment	XXX-9269 Bus Card	XXX-9269 062617	547.85	547.85
07/17	07/25/2017	100553	U S Bank Corporate Payment	XXX-9301 City Manager	XXX-9301 062617	1,021.73	1,021.73

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100553:							10,437.82
07/17	07/25/2017	100554	Waste Management	Desert Jade Trash Service	3770520-2508-9	575.90	575.90
Total 100554:							575.90
Grand Totals:							24,647.06

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7-25-17

Finance Director



Report Criteria:

Report type: Invoice detail
Bank Bank Number = 1
Check Voided = no

DH

California City

Check Register - Pre-Issue Report
Check Issue Dates: 7/26/2017 - 6/30/2018Page: 1
Jul 26, 2017 03:53PM

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/17	07/26/2017	100555	State Board Of Equaliz	Sales and Use Tax	JUNE 2017	2,337.00	2,337.00
Total 100555:							2,337.00
Grand Totals:							2,337.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7-26-17Finance Director Juanita M O'Leary

DH

California City

Check Register - Pre-Issue Report
Check Issue Dates: 7/27/2017 - 6/30/2018

Page: 1
Jul 27, 2017 03:06PM

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/17	07/27/2017	100556	So California Edison Co	City Electricity 20 Mule Tea	2-33-161-4651 071	2,009.48	2,009.48
Total 100556:							2,009.48
07/17	07/27/2017	100557	Urbina, Luis	Boot Allowance	07012017	200.00	200.00
Total 100557:							200.00
Grand Totals:							2,209.48

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7-27-17

Finance Director 

DM

California City

Check Register - Pre-Issue Report
Check Issue Dates: 7/28/2017 - 6/30/2018

Page: 1
Jul 28, 2017 04:48PM

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/17	07/28/2017	100558	Andrew Dunn Pecos League of	Gate Revenue Ending 0727-	0727-2017	1,300.00	1,300.00
Total 100558:							1,300.00
Grand Totals:							1,300.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7-31-17

Finance Director Jeanie O'Hara

DH

California City

Check Register - Pre-Issue Report
Check Issue Dates: 7/31/2017 - 6/30/2018

Page: 1
Jul 31, 2017 02:33PM

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/17	07/31/2017	100559	Andrew Parker	Pool House Frame	201741	12,000.00	12,000.00
Total 100559:							12,000.00
07/17	07/31/2017	100560	Brenan, Carmencita	Construction Trash Deposit	BP 16262	500.00	500.00
Total 100560:							500.00
Grand Totals:							12,500.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7-31-17

Finance Director Juanita O'Sullivan

DH

California City

Check Register - Pre-Issue Report
Check Issue Dates: 8/1/2017 - 6/30/2018Page: 1
Aug 01, 2017 09:31AM

Report Criteria:

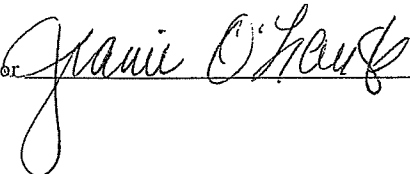
Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/17	08/01/2017	100561	Andrew Dunn Pecos League of	Beer Product Reimbursme	072717	362.70	362.70
Total 100561:							362.70
08/17	08/01/2017	100562	Williams Construction	Construction Trash Deposit	BP 16252	500.00	500.00
Total 100562:							500.00
Grand Totals:							862.70

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8-1-17Finance Director 

DM

Report Criteria:

Report type: Invoice detail
Check.Check Number = {>} 100562
Bank.Bank Number = 1
Check.Voiced = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/17	08/01/2017	100563	3D Imaging Systems, Inc	Copier Supplies	62437	96.75	96.75
Total 100563:							96.75
08/17	08/01/2017	100564	Amber Chemical, Inc.	Hypochlorite Solution	0343597	218.79	218.79
Total 100564:							218.79
08/17	08/01/2017	100565	Andrew Parker	Pool House Wood purchase	201740	7,475.78	7,475.78
Total 100565:							7,475.78
08/17	08/01/2017	100566	Artalejo, Talia	Uniform Allowance	071717	600.00	600.00
Total 100566:							600.00
08/17	08/01/2017	100567	Bakersfield Electric Motor Re	Clean Overhaul 30 Hp Moto	L72147	1,148.88	1,148.88
Total 100567:							1,148.88
08/17	08/01/2017	100568	Barnard, Jennifer	Refund 8817 Satinwood	104980.06	17.91	17.91
Total 100568:							17.91
08/17	08/01/2017	100569	Beebe, Jesse	Refund 9101 S Loop Ovrpm	101925.05-1	51.73	51.73
Total 100569:							51.73
08/17	08/01/2017	100570	Bendrick, Greg	Refund 8825 Redwood	101804.01	90.49	90.49
Total 100570:							90.49
08/17	08/01/2017	100571	Best Best & Krieger	Legal Services C Berry	799911	1,166.00	1,166.00
08/17	08/01/2017	100571	Best Best & Krieger	Legal Services J. Armstrong	799912	159.00	159.00
Total 100571:							1,325.00
08/17	08/01/2017	100572	Borton Petrini LLP	Gomez/Meisker Case CC 03	653049	559.80	559.80
Total 100572:							559.80
08/17	08/01/2017	100573	BSA Troop 413	Concession Revenue for Gr	0711/17	199.83	199.83
Total 100573:							199.83
08/17	08/01/2017	100574	Caselle, Inc	Contract Support & Mainte	81761	1,718.00	1,718.00
Total 100574:							1,718.00
08/17	08/01/2017	100575	CDW Government Inc	Dial A Ride Cameras	HLH2883	2,357.75	2,357.75
08/17	08/01/2017	100575	CDW Government Inc	Barrcuda Backup Server Pr	JJZ1135	3,749.84	3,749.84

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/17	08/01/2017	100575	CDW Government Inc	Server Backup Programs	JNH4287	3,378.51	3,378.51
Total 100575:							9,486.10
08/17	08/01/2017	100576	Cen-Cal Construction	Heather Ave Sidewalk Infill	1720-01 PROG # 1	32,976.88	32,976.88
Total 100576:							32,976.88
08/17	08/01/2017	100577	Charter Communications	Televised CC Meetings	0015167 072117	95.70	95.70
08/17	08/01/2017	100577	Charter Communications	City Hall Cable Service	0104953 072117	144.83	144.83
08/17	08/01/2017	100577	Charter Communications	Police Basic Internet Pro 10	0118706 072117	215.00	215.00
08/17	08/01/2017	100577	Charter Communications	Police Basic Web Hosting Cl	0139587 072117	189.98	189.98
08/17	08/01/2017	100577	Charter Communications	Fire Cable Service/Internet	0156276	206.17-	206.17-
Total 100577:							439.34
08/17	08/01/2017	100578	Chief	Quad Magazine Pouch PD C	180144	99.15	99.15
Total 100578:							99.15
08/17	08/01/2017	100579	City Hardware	Fire Hardware Supplies	063017 FIRE	572.03	572.03
Total 100579:							572.03
08/17	08/01/2017	100580	Clearview Realty /Josh Meiste	Refund 8248 Eucalyptus	104633.05	18.07	18.07
08/17	08/01/2017	100580	Clearview Realty /Josh Meiste	Refund 8173 Viburnum Ov	105891.06 - 1	36.21	36.21
08/17	08/01/2017	100580	Clearview Realty /Josh Meiste	Refund 20437 81st	106017.09	48.58	48.58
08/17	08/01/2017	100580	Clearview Realty /Josh Meiste	Refund 8160 Kalmia OvrP	106642.06-1	51.73	51.73
Total 100580:							154.59
08/17	08/01/2017	100581	Coastline Equipment	Tractor Repair	400701	407.05	407.05
Total 100581:							407.05
08/17	08/01/2017	100582	Coldwell Banker/McAdams, P	Refund 8649 Bay	103817.05	13.37	13.37
Total 100582:							13.37
08/17	08/01/2017	100583	Colovin, Joy	Refund 9301 Ironwood Ovr	102076.02	44.41	44.41
Total 100583:							44.41
08/17	08/01/2017	100584	Creative Bus Sales, Inc	DAR Bus Repairs Unit 123	51158116	57.41	57.41
Total 100584:							57.41
08/17	08/01/2017	100585	Creighton, James	Appeal Officer Fees	CE006114	50.00	50.00
Total 100585:							50.00
08/17	08/01/2017	100586	Dean, Brent & Megan	Refund 8533 Redwood	105961.10	7.77	7.77
08/17	08/01/2017	100586	Dean, Brent & Megan	Refund 8533 Redwood Ovr	105961.10-1	51.73	51.73
Total 100586:							59.50
08/17	08/01/2017	100587	Deluxe	Housing Deposit Slips, Sta	68456813	133.94	133.94

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/17	08/01/2017	100587	Deluxe	General Checks	68707447	846.89	846.89
Total 100587:							980.83
08/17	08/01/2017	100588	Department of Justice	Fingerprinting	242826	1,265.00	1,265.00
Total 100588:							1,265.00
08/17	08/01/2017	100589	Department of Transportation	Signals & Lighting Billing	SL171116	55.44	55.44
Total 100589:							55.44
08/17	08/01/2017	100590	Dept. of Toxic Substances	EPA ID Renewal Hazardous	VQ #20171132	175.00	175.00
Total 100590:							175.00
08/17	08/01/2017	100591	Drager, Inc	DUI Mouthpieces	5950014544	84.08	84.08
Total 100591:							84.08
08/17	08/01/2017	100592	Entenmann-Rovin Company	Badge - Lyons	0128480	76.74	76.74
Total 100592:							76.74
08/17	08/01/2017	100593	Escamilla, Ray	Boot Allowance	070117	200.00	200.00
Total 100593:							200.00
08/17	08/01/2017	100594	Fed Ex	Priority Mailings	5-865-52027	109.59	109.59
08/17	08/01/2017	100594	Fed Ex	Priority Mailings	5-872-12292	52.69	52.69
08/17	08/01/2017	100594	Fed Ex	Priority Mailings	5-872-68615	98.96	98.96
Total 100594:							261.24
08/17	08/01/2017	100595	General Office Prod Ctr	Meter Reading copier	11883	320.97	320.97
Total 100595:							320.97
08/17	08/01/2017	100596	Granite Industries	Park Benches	076259	8,324.94	8,324.94
Total 100596:							8,324.94
08/17	08/01/2017	100597	Great America Financial	Postage Machine Lease, PW	210030280	1,065.72	1,065.72
Total 100597:							1,065.72
08/17	08/01/2017	100598	Grooms, Michael & Shannon	Refund 9024 Rea OvrPay	106119.07	111.35	111.35
Total 100598:							111.35
08/17	08/01/2017	100599	Hall, Caleb	Refund 9113 Catalpa	106485.10	26.93	26.93
Total 100599:							26.93
08/17	08/01/2017	100600	HD Supply Waterworks, LTD	Replenish Inventory	H483039	6,329.90	6,329.90

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100600:							6,329.90
08/17	08/01/2017	100601	Helt Engineering, Inc	16405 Mendiburu Road Re	17-191	297.50	297.50
08/17	08/01/2017	100601	Helt Engineering, Inc	16405 Mendiburu Road Re	17-192	8,615.35	8,615.35
08/17	08/01/2017	100601	Helt Engineering, Inc	16408 Heather Sidewalk In	17-193	1,800.00	1,800.00
08/17	08/01/2017	100601	Helt Engineering, Inc	16413 Eastside Taxiways	17-194	1,420.00	1,420.00
08/17	08/01/2017	100601	Helt Engineering, Inc	16414 Eastside Taxiways R	17-195	7,340.00	7,340.00
08/17	08/01/2017	100601	Helt Engineering, Inc	17402.17 Plan Ck SDR 17-0	17-196	172.50	172.50
08/17	08/01/2017	100601	Helt Engineering, Inc	17402.18 Plan Ck Solar Po	17-197	695.00	695.00
08/17	08/01/2017	100601	Helt Engineering, Inc	17402.19 Plan Ck Calif City	17-198	532.50	532.50
08/17	08/01/2017	100601	Helt Engineering, Inc	17402.23 Plan Ck 8 Acre Bu	17-199	985.00	985.00
08/17	08/01/2017	100601	Helt Engineering, Inc	17403 Balsitis Park ADA Re	17-200	575.00	575.00
08/17	08/01/2017	100601	Helt Engineering, Inc	17404 Hyundai Lot Merger	17-201	1,320.00	1,320.00
08/17	08/01/2017	100601	Helt Engineering, Inc	17405 Greenhouse Gas Red	17-202	2,495.00	2,495.00
Total 100601:							26,247.85
08/17	08/01/2017	100602	Hilliker, Denise	Notary Class Supplies	071217	97.89	97.89
Total 100602:							97.89
08/17	08/01/2017	100603	I & M Sheep: Francisco Iturriri	Deposit Refund Mendiburu	106910.01-1	193.50	193.50
Total 100603:							193.50
08/17	08/01/2017	100604	Industrial Organizational	Firefighter Testing Exams	C40018A	289.00	289.00
Total 100604:							289.00
08/17	08/01/2017	100605	Inglis Imports, Inc.	K9 Supplies	8194	376.34	376.34
Total 100605:							376.34
08/17	08/01/2017	100606	JBL & Associates/Fred Whitne	Refund 8424 Viburnum Ov	101737.04	16.87	16.87
08/17	08/01/2017	100606	JBL & Associates/Fred Whitne	Refund 10640 Jeremy	102754.05	34.49	34.49
08/17	08/01/2017	100606	JBL & Associates/Fred Whitne	Refund 10640 Jeremy	102754.05-1	2.02	2.02
Total 100606:							53.38
08/17	08/01/2017	100607	Jim Burke Ford	P19 Fuel Tank Replacemen	436417	1,673.49	1,673.49
Total 100607:							1,673.49
08/17	08/01/2017	100608	Johnstone Supply	Maintenance Supplies City	4007463	118.54	118.54
Total 100608:							118.54
08/17	08/01/2017	100609	Jones & Mayer	Attorney Fees	JUNE 30 2017	37,783.27	37,783.27
Total 100609:							37,783.27
08/17	08/01/2017	100610	Karl's Hardware	Tamper	CUST # 37191	2,616.89	2,616.89
Total 100610:							2,616.89
08/17	08/01/2017	100611	Keystone Uniform Depot	Uniforms - Alwaw	064021	2,932.72	2,932.72

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100611:							2,932.72
08/17	08/01/2017	100612	Kieffe & Sons Ford	Ford Truck Super Duty (Re	29541	3,448.96	3,448.96
Total 100612:							3,448.96
08/17	08/01/2017	100613	LeBeau Thelen LLP	Legal Fees W. Henderson	4	4,522.50	4,522.50
Total 100613:							4,522.50
08/17	08/01/2017	100614	Lopez, Ronny	Uniform Allowance	071717	600.00	600.00
Total 100614:							600.00
08/17	08/01/2017	100615	Louderman, Lyonel	Boot Allowance	070117	200.00	200.00
Total 100615:							200.00
08/17	08/01/2017	100616	Mar-Co Equipment Co	Equipment Repairs	144144	1,163.96	1,163.96
08/17	08/01/2017	100616	Mar-Co Equipment Co	Equipment Repairs	144420	2,220.57	2,220.57
Total 100616:							3,384.53
08/17	08/01/2017	100617	McMaster Carr	Fuses	39670429	325.36	325.36
08/17	08/01/2017	100617	McMaster Carr	Ball Bearing Flanged for 1/	39955110	31.21	31.21
Total 100617:							356.57
08/17	08/01/2017	100618	Menendez, Jorge & Tirza	Refund 8825 Tamarack	105574.11	17.55	17.55
Total 100618:							17.55
08/17	08/01/2017	100619	Merchant's Printing & Envelo	Printing Services	7700290	649.22	649.22
Total 100619:							649.22
08/17	08/01/2017	100620	Meterguard Inc.	Barrel Locks, End Caps w/T	0562	734.75	734.75
Total 100620:							734.75
08/17	08/01/2017	100621	Mighty Ducks Football	Concession Revue for Grou	ENDING 0622-17	276.23	276.23
Total 100621:							276.23
08/17	08/01/2017	100622	Mojave Desert News	Legal Notice WTWJ	49187	119.93	119.93
08/17	08/01/2017	100622	Mojave Desert News	Legal Notice	49413	123.51	123.51
08/17	08/01/2017	100622	Mojave Desert News	Legal Notice 07-749	49573	121.00	121.00
Total 100622:							364.44
08/17	08/01/2017	100623	MuniTemps	Planning Tech - Burkett	127394	297.00	297.00
08/17	08/01/2017	100623	MuniTemps	A. Doravari Planning Tech	127437	569.25	569.25
Total 100623:							866.25
08/17	08/01/2017	100624	Munoz, Ruben	Boot Allowance	070117	200.00	200.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100624:							200.00
08/17	08/01/2017	100625	NABA LLC/Nuhammad, Rafae	Refund 8401 Dogwood Ovr	101611.11	103.21	103.21
Total 100625:							103.21
08/17	08/01/2017	100626	National Meter & Automation	Meters & Registers 3/4"	S1085669.001	41,827.50	41,827.50
08/17	08/01/2017	100626	National Meter & Automation	8" Dial Encoders	S1087059.001	359.07	359.07
Total 100626:							42,186.57
08/17	08/01/2017	100627	Office Depot	Office Supplies	942891121001	112.75	112.75
08/17	08/01/2017	100627	Office Depot	Office Supplies	94289531700	115.82	115.82
08/17	08/01/2017	100627	Office Depot	Office Supplies	942895318001	8.48	8.48
08/17	08/01/2017	100627	Office Depot	Office Supplies	942895319001	1,150.26	1,150.26
Total 100627:							1,387.31
08/17	08/01/2017	100628	O'leary's Office Products	Utilities, Housing Corp- End	425245-0	62.25	62.25
Total 100628:							62.25
08/17	08/01/2017	100629	Pavement Stencil Co	Street Stencils	37070	2,448.00	2,448.00
Total 100629:							2,448.00
08/17	08/01/2017	100630	PDA Jerky	Whiptails Conncessions Fo	1002	59.40	59.40
Total 100630:							59.40
08/17	08/01/2017	100631	Praxair Distribution Inc	Oxygen	78244798	118.95	118.95
Total 100631:							118.95
08/17	08/01/2017	100632	Price Page & Company	City Auditors 15/16	12177	3,005.00	3,005.00
Total 100632:							3,005.00
08/17	08/01/2017	100633	Process Solutions, Inc	Transmitter Ultrasonic	0001586	823.30	823.30
Total 100633:							823.30
08/17	08/01/2017	100634	R S I Petroleum Prod	Oil	0307943	774.14	774.14
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069131	869.51	869.51
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069146	202.43	202.43
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069149	40.40	40.40
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069168	33.42	33.42
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069192	639.37	639.37
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069229	91.12	91.12
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069261	50.14	50.14
08/17	08/01/2017	100634	R S I Petroleum Prod	Fuel	1069262	33.27	33.27
Total 100634:							2,733.80
08/17	08/01/2017	100635	Reliable Air Condit. & Heating	Air Conditioning Work Seni	17742	70.00	70.00
08/17	08/01/2017	100635	Reliable Air Condit. & Heating	Evaporative Coolers Work	17747	2,137.00	2,137.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/17	08/01/2017	100635	Reliable Air Condit. & Heating	Air Conditioning Work Seni	17751	280.00	280.00
08/17	08/01/2017	100635	Reliable Air Condit. & Heating	Evaporative Coolers Work	17762	105.00	105.00
Total 100635:							2,592.00
08/17	08/01/2017	100636	Renta, Charles	Refund 7925 Greenwood	106176.08	29.04	29.04
Total 100636:							29.04
08/17	08/01/2017	100637	Rodriguez, Marcos	Annual Boot Allowance	070117	200.00	200.00
Total 100637:							200.00
08/17	08/01/2017	100638	Rolff, Christopher	Refund 20841 Melville	105443.06	55.48	55.48
Total 100638:							55.48
08/17	08/01/2017	100639	Ryan Herco Products	WWTP Bush Spears	8723208	137.13	137.13
Total 100639:							137.13
08/17	08/01/2017	100640	S A S S	Random Testing	D30471	365.00	365.00
08/17	08/01/2017	100640	S A S S	Random Testing	D30947	165.00	165.00
08/17	08/01/2017	100640	S A S S	Random Testing	D33329	120.00	120.00
Total 100640:							650.00
08/17	08/01/2017	100641	S.C. Friends Tire Inc.	Tire Service Unit 3008	31851	41.00	41.00
08/17	08/01/2017	100641	S.C. Friends Tire Inc.	Tire Service Unit 311	31893	90.79	90.79
08/17	08/01/2017	100641	S.C. Friends Tire Inc.	Tire Service	31895	12.00	12.00
08/17	08/01/2017	100641	S.C. Friends Tire Inc.	Tire Service Unit 329 & 310	31929	41.00	41.00
08/17	08/01/2017	100641	S.C. Friends Tire Inc.	Tire Service Unit 310	31954	10.00	10.00
Total 100641:							194.79
08/17	08/01/2017	100642	Sage Staffing	Temp Mary Johnson	58069	1,725.60	1,725.60
Total 100642:							1,725.60
08/17	08/01/2017	100643	Sequoia Equipment Company,	Unit 415 Repairs	5448	47.77	47.77
08/17	08/01/2017	100643	Sequoia Equipment Company,	Unit 801 Repairs SDI	5544	36.24	36.24
08/17	08/01/2017	100643	Sequoia Equipment Company,	Unit 224 Repairs	5545	36.24	36.24
Total 100643:							120.25
08/17	08/01/2017	100644	Sides, Cody	Annual Boot Allowance	070117	200.00	200.00
Total 100644:							200.00
08/17	08/01/2017	100645	Sparkletts	Water	4687417 071417	54.04	54.04
Total 100645:							54.04
08/17	08/01/2017	100646	Staples Advantage	Office Supplies, Janitorial	8045387594	197.92	197.92
08/17	08/01/2017	100646	Staples Advantage	Office Supplies, Janitorial	8045488262	711.95	711.95

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100646:							909.87
08/17	08/01/2017	100647	State Water Resources Contro	WWTP Operator Exam Gra	GRADE IV EXAM	440.00	440.00
Total 100647:							440.00
08/17	08/01/2017	100648	Statewide Safety & Signs	Street Signs	12005832	1,604.46	1,604.46
Total 100648:							1,604.46
08/17	08/01/2017	100649	Stewart, William	Refund 21849 Conklin	102545.05	2.03	2.03
08/17	08/01/2017	100649	Stewart, William	Refund 21849 Conklin Ovr	102545-05-1	51.73	51.73
Total 100649:							53.76
08/17	08/01/2017	100650	Thugs to Bugs Pest Control	Pest Control	19029	620.00	620.00
08/17	08/01/2017	100650	Thugs to Bugs Pest Control	Pest Control	19030	300.00	300.00
Total 100650:							920.00
08/17	08/01/2017	100651	TigerDirect	Office and Computer Suppli	L25576310102	218.85	218.85
08/17	08/01/2017	100651	TigerDirect	Office and Computer Suppli	L41472650101	365.41	365.41
Total 100651:							584.26
08/17	08/01/2017	100652	TurboData Systems	Citation Processing Service	26355	780.70	780.70
Total 100652:							780.70
08/17	08/01/2017	100653	U P S	Delivery Service	V267,277,287,297	161.97	161.97
Total 100653:							161.97
08/17	08/01/2017	100654	Underground Service Alert	Underground Service Alert	17070155	709.66	709.66
Total 100654:							709.66
08/17	08/01/2017	100655	USA Bluebook	Compression Coupling	310359	133.05	133.05
Total 100655:							133.05
08/17	08/01/2017	100656	Verizon Business	Disapatch Calls Outbound	00340607	201.87	201.87
Total 100656:							201.87
08/17	08/01/2017	100657	Verizon Wireless	Internet City Cameras	9789394080	304.52	304.52
08/17	08/01/2017	100657	Verizon Wireless	Air Card Fire Engine	9789394081	38.01	38.01
Total 100657:							342.53
08/17	08/01/2017	100658	Walters Wholesale Electric Co.	Pool House Materials	S108261898.001	1,497.82	1,497.82
Total 100658:							1,497.82
08/17	08/01/2017	100659	West Coast Realty/Phuong Hit	Refund 10017 Karen	103257.05	29.62	29.62

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 100659:							29.62
08/17	08/01/2017	100660	Yang, Cheng	Refund 8800 Glade	103978.12	7.77	7.77
Total 100660:							7.77
Grand Totals:							232,408.26

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8-1-17Finance Director Juanie Citra

Report Criteria:

Report type: Invoice detail

Check.Check Number = {>} 100562

Bank.Bank Number = 1

Check.Voided = no

CITY COUNCIL

August 8, 2017

TO: Mayor and City Council

FROM: Jeanie O'Laughlin, Finance Director

SUBJECT: Contract with the State Controller for the Annual Streets/Road Report

BACKGROUND:

As a public entity, the City of California City is required to submit reports and audits to various entities. One of the reports that we must file every year is the Annual Street Report. In past years' the City has contracted with the California State Controller's office to do this report.

RECOMMENDATION:

Staff asks for approval for the Finance Director to sign agreement with the State Controller's office to perform the annual Street/ Road Report.

FISCAL IMPACT:

The fees will not exceed \$2,500 and can be charged to our audit object code. Finance Department will cover the cost with savings in other areas. This will be budget neutral.

ENVIRONMENTAL ACTION:

None.

ATTACHMENTS:

Contract for services.

CC2.



BETTY T. YEE
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL STREET REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and the City of California City.

Whereas Section 2151 of the California *Streets and Highways Code* requires the cities to file an Annual Street Report;

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the city wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2017, the Controller shall assist in the preparation of the city's report.
- II. The report shall be in the form prescribed by the Controller.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the Controller.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The city understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2017, except that the Controller is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the city or if circumstances beyond the control of the parties prevent completion.
- VI. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- VIII. The city will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.
- IX. The city will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$2500.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the city and will retain one copy.
- XIV. The city will pay the Controller for services rendered in a timely manner (including additional time pursuant to paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Efren Lose, Interim Chief
Local Government Audits Bureau
Division of Audits
Post Office Box 942850
Sacramento, CA 94250-5874

City of California City

BETTY T. YEE
STATE CONTROLLER

By: _____
Signature

By: _____
JEFFREY V. BROWNFIELD
Chief, Division of Audits

Printed Name: _____

Title: _____

Date: _____

Address: _____

Date: _____

City Council

Meeting Date: August 8th, 2017

TO: Mayor and Council

FROM: Tom Weil, City Manager

SUBJECT: Resolution Supporting Natural Gas Expansion

Background: California City has been recommended as one of five pilot projects to be presented to the California Public Utilities Commission for expansion of natural gas service. This stems from a CPUC directive that originally targeted disadvantaged communities in the San Joaquin Valley but later expanded to the counties which includes Kern County. Below is the notice for those that would like to comment to the CPUC on this opportunity with points of contact.

CPUC Rulemaking on Increasing Access to Affordable Energy

The California Public Utilities Commission (CPUC) currently has an open proceeding that seeks to increase access to affordable energy for disadvantaged communities in the San Joaquin Valley, particularly in light of the absence of natural gas service in certain areas.

The CPUC is encouraging interested parties to share their views on the proceeding and their energy preferences. Parties have begun doing so in a series of community meetings hosted by the CPUC. During these meetings, stakeholders have noted, among other things, the benefits of extending natural gas service to local residents, including:

Social Justice Benefits

- Affordable natural gas will significantly decrease the current energy burden on disadvantaged communities (lowers percentage of income spent on energy).
 - Natural gas is a more affordable energy solution than grid-sourced electricity, and is more efficient as well for water and space heating.
 - Natural gas pipelines provide longer-term infrastructure value (50+ years), compared to solar which requires replacement in about 20 years (solar components degrade over that timeframe).
- It will increase community safety by replacing propane and wood.
- Natural gas service is reliable – no waiting for propane deliveries.
- It will provide SJV residents access to existing utility programs for disadvantaged communities, like bill discounts, no-cost home weatherization, furnace repair/replacement, and additional help for those with major health concerns.
 - Residents will also have access to additional programs and services, such as energy efficiency rebates and conservation measures.

CC3.

Environmental Benefits

- Replacing expensive, dirty propane and wood with a cleaner, more affordable product will help clean the air at a reasonable cost.
- Natural gas will reduce greenhouse gas emissions vs. propane and wood.
- It will also reduce particulate emissions that impact public health (according to the US EPA, wood smoke negatively impacts the lungs and heart, particularly among children and the elderly).
- Extending natural gas pipelines to local communities will provide the potential to leverage other CPUC rulemakings in the SJV, including dairy biomethane pilots.

Economic Benefits

- Bringing natural gas service to disadvantaged communities supports economic development.
- In the near-term, expanding natural gas service will provide jobs for local contractors (plumbing, appliance replacement/installation).
- An affordable, reliable supply of natural gas will attract businesses, bringing additional job opportunities to local communities with historically high unemployment rates.
- Economic growth will also enhance tax revenues that can be reinvested in the community.

Additional Issues to Consider with any Energy Transition

- Potential infrastructure upgrades
- Appliance replacement
- Increase in electric bills associated with electrification
- Full disclosure of transition costs

You can share your opinions with the CPUC by submitting a letter to the assigned Commissioner, the Honorable Martha Guzman Aceves, with a courtesy copy ('cc') to her advisor, Joanna Grubman, at 505 Van Ness Avenue, San Francisco, CA 94102.

Alternately, you can email your comments to mga@cpuc.ca.gov, with a 'cc' to joanna.gubman@cpuc.ca.gov, edward.randolph@cpuc.ca.gov and

darcie.houck@cpuc.ca.gov. Written or email correspondence to the CPUC that relates to an ongoing proceeding should identify the proceeding number (R.15-03-010).

Recommendation: Council adopt resolution as presented.

Financial Impact: NA

Environmental Impact: None

RESOLUTION NO. 08-17-2707

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY
SUPPORTING SOUTHERN CALIFORNIA GAS COMPANY'S RECOMMENDATION
TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) FOR THE CITY
TO BE ONE OF FIVE COMMUNITIES TO HOST A NATURAL GAS
DEMONSTRATION PROJECT, THERETO**

WHEREAS, through the CPUC action D.17-05-014, potential demonstration projects for disadvantaged communities in the San Joaquin Valley and later expanded to counties which includes Kern, be considered for natural gas extension; and

WHEREAS, natural gas extension would be a straightforward way to achieve the goal of bringing affordable, reliable, safe, and cleaner energy to the San Joaquin Valley and the County of Kern; and

WHEREAS, the communities of Allensworth, California City, Ducor, Seville, and West Goshen have been identified to the CPUC that the proposed projects include the natural gas extension to the residence and conversion of the residence, leverage where appropriate existing utility programs such as solar thermal proposed utility programs such as renewable gas, early onboarding process that would allow new customers to enroll in utilities customer programs which they are qualified, including but not limited to California Alternative Rates for Energy, Energy Savings Assistance Program, Medical Baseline program, various payment options, my Account bill notifications and alerts, and to the extent possible, providing all program benefits to the customers at the same time to streamline the process and limit disruption to the customers, using local contractors and vendors, where possible, to promote economic development; and

WHEREAS, all associated costs will be allocated across all rate payers; and

WHEREAS, the benefit to the citizens of California City to provide this utility service is paramount and curtails the use of propane at most homes in our community.

THEREFORE, BE IT RESOLVED by the City Council of the City of California City as follows;

That the City supports Southern California Gas recommendation to the California Public Utilities Commission to include California City as a pilot project to provide safe and reliable natural gas service.

PASSED AND ADOPTED by the City Council of the City of California City at a regular meeting duly held on the 8th Day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

CITY COUNCIL

August 8, 2017

TO: Mayor and City Council
FROM: Tom Weil, City Manager
SUBJECT: Medical Marijuana Permit Award

BACKGROUND: HDL and Staff have completed the rankings for the first round of applicants for the Medical Marijuana permits. Ordinance 17-745 as of April 27th, 2017 increased the number of permits in each category other than dispensary to 100 Cultivation, 100 Manufacturing, and 20 each in Distribution, Research and Testing.

Out of the second round, 2nd Group Thirteen (13) Cultivators, Six (6) Manufacturers and Three (3) Distributors have scored above 80% in their combined scores from Phase II and Phase III are presented in the attachment. The permits are currently conditional until the Live Scan process has been completed but it does allow those businesses identified the ability to start moving forward with their development plans.

RECOMMENDATION: Council award the Cultivators, Manufacturing and Distribution permits as presented based on the qualified applicants receiving scores 80% or higher in their combined scores for Phase I & II.

FISCAL IMPACT: Unknown at this time.

ENVIRONMENTAL ACTION: No Direct

Continued
Public Hearing

California City
Medical Cannabis Business Interview Scores
Cultivation Summary - Post July 19, 2017

Column Labels Cultivation				
Company Name	Points Possible	Total	Average	Percentage
California Cannabis Concepts				
Phase I	1,500	1,335	1,335	89.00%
Phase II	2,500	19,540	2,257	90.28%
California Cannabis Concepts Total	4,000	14,875	3,592	89.50%
Jamna #22 Inc. (f.k.a. Aston Transportation #2 Inc)				
Phase I	1,500	1,290	1,290	86.00%
Phase II	2,500	13,665	2,278	90.70%
Jamna #22 Inc. (f.k.a. Aston Transportation #2 Inc) Total	4,000	14,955	3,568	89.10%
Jamna #23 Inc. (f.k.a. Aston Transportation #3 Inc)				
Phase I	1,500	1,290	1,290	86.00%
Phase II	2,500	13,665	2,278	90.70%
Jamna #23 Inc. (f.k.a. Aston Transportation #3 Inc) Total	4,000	14,955	3,568	89.10%
DRJ Solutions				
Phase I	1,500	1,340	1,340	89.33%
Phase II	2,500	13,370	2,228	89.12%
DRJ Solutions Total	4,000	14,710	3,568	89.00%
IBL & Associates, Inc				
Phase I	1,500	1,325	1,325	88.33%
Phase II	2,500	13,090	2,182	87.28%
IBL & Associates, Inc Total	4,000	14,415	3,507	87.70%
CC Wellness Corp				
Phase I	1,500	1,330	1,330	88.67%
Phase II	2,500	17,955	2,150	86.00%
CC Wellness Corp Total	4,000	14,285	3,489	87.10%
Can Do Farms (f.k.a. Big West Corp et. al. TBD)				
Phase I	1,500	1,340	1,340	89.33%
Phase II	2,500	12,670	2,112	84.48%
Can Do Farms (f.k.a. Big West Corp et. al. TBD) Total	4,000	14,010	3,452	86.80%
California Platinum Grade Associates				
Phase I	1,500	1,290	1,290	86.00%
Phase II	2,500	12,975	2,163	86.50%
California Platinum Grade Associates Total	4,000	14,265	3,453	86.40%

California City
Medical Cannabis Business Interview Scores
Cultivation Summary - Post July 19, 2017

Column Labels Cultivation				
Company Name	Points Possible	Total	Average	Percentage
Mojave Aquaponics, LLC				
Phase II	1,500	1,260	1,260	84.50%
Phase III	2,500	13,165	2,194	87.50%
Mojave Aquaponics, LLC Total	4,000	14,425	3,454	86.30%
Mojave Spirits, LLC				
Phase II	1,500	1,260	1,260	84.50%
Phase III	2,500	13,165	2,194	87.50%
Mojave Spirits, LLC Total	4,000	14,425	3,454	86.30%
Wellness Research Institute				
Phase II	1,500	1,260	1,260	84.50%
Phase III	2,500	13,165	2,194	87.50%
Wellness Research Institute Total	4,000	14,425	3,454	86.30%
Permaponics				
Phase II	1,500	1,260	1,260	84.50%
Phase III	2,500	13,165	2,194	87.50%
Permaponics Total	4,000	14,425	3,454	86.30%
Zenithal Botanicals, LLC				
Phase II	1,500	1,260	1,260	84.50%
Phase III	2,500	13,165	2,194	87.50%
Zenithal Botanicals, LLC Total	4,000	14,425	3,454	86.30%

APN is in question for the following applicant:

Pacific Coast Patient Group, Inc				
Phase II	1,500	1,195	1,195	80.00%
Phase III	2,500	13,055	2,176	86.62%
Pacific Coast Patient Group, Inc Total	4,000	14,250	3,371	84.00%

California City
Medical Cannabis Business Interview Scores
Manufacturing Summary - Post July 19, 2017

Column Labels Manufacturing					
Company Name	Points Possible	Total	Average	Percentage	
Cal City Concentrates					
Phase II	1,500	1,330	1,330	89.00%	
Phase III	2,500	13,630	2,272	91.00%	
Cal City Concentrates Total	4,000	14,960	3,602	90.20%	
Jamna #24 Inc. (f.k.a. Locam LLC)					
Phase II	1,500	1,300	1,300	87.00%	
Phase III	2,500	13,680	2,280	91.33%	
Jamna #24 Inc. (f.k.a. Locam LLC) Total	4,000	14,980	3,580	89.60%	
DRJ Solutions					
Phase II	1,500	1,340	1,340	89.50%	
Phase III	2,500	13,370	2,228	88.67%	
DRJ Solutions Total	4,000	14,710	3,568	89.00%	
Swan Bay Solutions					
Phase II	1,500	1,300	1,300	87.00%	
Phase III	2,500	13,565	2,261	90.33%	
Swan Bay Solutions Total	4,000	14,865	3,561	89.00%	
JBL & Associates, Inc					
Phase II	1,500	1,325	1,325	88.25%	
Phase III	2,500	13,090	2,182	87.33%	
JBL & Associates, Inc Total	4,000	14,415	3,507	87.70%	
Botanical Extractions, LLC					
Phase II	1,500	1,260	1,260	84.50%	
Phase III	2,500	13,165	2,194	87.50%	
Botanical Extractions, LLC Total	4,000	14,425	3,454	86.30%	

APN is in question for the following applicant:

Pacific Coast Patient Group, Inc					
Phase II	1,500	1,195	1,195	80.00%	
Phase III	2,500	13,055	2,176	86.67%	
Pacific Coast Patient Group, Inc Total	4,000	14,250	3,371	84.00%	

California City
Medical Cannabis Business Interview Scores
Distribution Summary - Post July 19, 2017

Column Labels Distribution					
Company Name	Points Possible	Total	Average	Percentage	
Arban Consulting, LLC					
Phase II	1,500	1,390	1,390	92.60%	
Phase III	2,500	2,388	2,390	92.33%	
Arban Consulting, LLC Total	4,000	3,778	3,720	92.70%	
JBL & Associates, Inc					
Phase II	1,500	1,325	1,325	88.25%	
Phase III	2,500	2,090	2,182	87.33%	
JBL & Associates, Inc Total	4,000	3,415	3,507	87.70%	
Cal City Distribution					
Phase II	1,500	1,320	1,320	88.25%	
Phase III	2,500	2,160	2,160	86.67%	
Cal City Distribution Total	4,000	3,480	3,480	87.30%	

CITY COUNCIL

August 8 2017

TO: Mayor and City Council

FROM: Jeanie O'Laughlin, Finance Director

SUBJECT: Approval of Agreement with Creative Financial Staffing

BACKGROUND:

At the February 28, 2017 City Council meeting, the Council approved adding a new position of Budget Analyst and the hiring of this position. To date, the position has been advertised in the Antelope Valley Press, on Indeed, and our City website. The pool of candidates was less robust than we had hoped and we have not identified a suitable candidate for this position. Since we have had the position open for over five months, we would like to be able to hire a temporary person until such time as a qualified candidate can be identified. We will continue to advertise the position in the hope of finding a suitably qualified individual. In speaking with the search firm, the unemployment rate in the accounting profession is 2%. With the high demand for accounting professionals and the low pay in our city, it has made hiring difficult.

RECOMMENDATION:

Staff recommends that Council approve the agreement with Creative Financial Staffing for the hiring of a temporary Budget Analyst.

FISCAL IMPACT:

This position is already budgeted. No impact on the budget.

ENVIRONMENTAL ACTION:

None.

ATTACHMENTS:

Agreement with Creative Financial Staffing
Budget Analyst salary analysis

CBI.

Employees Salaries & Benefits

Dept	Emp Name	%	Wage	Hrs per yr	Salary	Med	Caf	Pers	Unemp	WC	Total	Hourly rate w/ Benefits
Finance	Budget Analyst	100%	32.61	2080	67,829	984	13,800	4,446	308	692	88,059	42.34
	Totals				67,829	984	13,800	4,446	308	692	88,059	

Jeanie O'Laughlin

From: Tammy Power <tpower@cfstaffing.com>
Sent: Wednesday, July 26, 2017 3:50 PM
To: Jeanie O'Laughlin
Subject: CFS Client Confirmation Letter



Creative Financial Staffing

Founded by CPA firms

July 26, 2017

Jeanie O'Laughlin
City of California City
21000 Hacienda Blvd
California City, CA 93505

Dear Jeanie,

Thank you for choosing Creative Financial Staffing, LLC (together with its Parent company, Creative Financial Staffing, Inc., "CFS") to fulfill your temporary need. Our employee assigned (sometimes referred to as the "Assigned Individual") is **Robert Herder**.

As we agreed, your company will pay CFS at the billing rate of \$42.50 for each hour the Assigned Individual works for your company (unless the employee works more than 40 hours per week or otherwise becomes entitled to a pay premium under applicable law - see overtime provision below).

Our employee is assigned to you under the following **Terms and Conditions of Assignment:**

The Assigned Individual is an employee of CFS, but shall work under your supervision, direction and control and shall not be deemed to be your employee. CFS represents that its employee is adequately covered by workers' compensation insurance. CFS will be responsible for paying wages, federal and state withholding taxes, social security taxes, unemployment taxes and all other payroll taxes.

Time Slip

Our employee will present a time slip to you or your representative for verification and signature at the end of each week. Our compensation to our assigned employee is weekly, and you will be billed weekly for the total hours worked. Because our invoices represent labor already paid to our employee, terms are net 10 days.

Overtime

Governing law requires that hours worked over 40 per week be paid as overtime. Therefore, overtime will

be billed at one and one-half the billing rate. If state or local law requires premium pay for other hours worked by the employee, such as weekends or holidays, the billing rate will likewise be increased by the applicable multiple for such hours.

Guarantee

CFS guarantees the Assigned Individual's services with a two day (16 hour) guarantee. If you are dissatisfied with the employee assigned to you, we will not charge you for the first 16 hours if you request a replacement from us and you notify CFS before the end of the employee's second day. If you do not so notify CFS, you agree our employee is satisfactory. Except as otherwise expressly provided in this Agreement, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

Patient Protection and Affordable Care Act (ACA)

CFS complies with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. CFS shall be solely responsible for, and shall reimburse, indemnify and hold you harmless (hereafter referred to as "Client Indemnity") for any taxes, penalties, or other liabilities assessed against CFS or you with respect to the Assigned Individual due to CFS's failure to comply with Code §4980H(b). In no event shall this Client Indemnity apply to the abuse by you of any law, regulation or other guidance under the ACA. This indemnity shall be the sole indemnification provision as it relates to the ACA. In the event you are notified by any government entity of your potential liability for any such taxes, penalties, or other liabilities relating to the Assigned Individual, you shall fully cooperate, at CFS's reasonable expense, with such efforts as may be necessary to object to or appeal any determination of liability or potential liability.

Client's Responsibility

You will only use the employee in the job for which he or she was assigned by CFS. Supervision of the employee and his or her conduct is your responsibility.

It is understood that we do not authorize our employee to operate machinery (other than office machines) or vehicles or to do any physical work. Our employee may not handle cash, negotiable instruments or other valuables. Our employees may not transport or convey cash, negotiable instruments or other valuables (including, but not limited to, delivering bank deposits to a bank or other institution). You will not ask or allow our employee to do any of these activities without our advance written consent. You also agree not to expose any CFS employee to any unnecessary hazard and not to violate any OSHA or other safety law, rule or regulation. If you ask or allow an employee to do any of the activities just listed in this paragraph, you agree to waive all claims against CFS, to relieve CFS of all responsibility or liability for any damage, loss or expense which you incur because of the employee engaging in such activity, and to indemnify and hold CFS harmless from and against all claims (including bodily injury, property damage, fire, theft, collision or public liability damage claims), damages, losses and expenses which might be caused because of our employee engaging in any of these activities.

Under no circumstance will CFS be liable for any claims of any kind unless you report such claims in writing to CFS within 30 calendar days of the occurrence.

Charges for Hiring the Temporary Person Referred to You.

In the event that during the Assigned Individual's Assignment, or within twelve months after the last working of the Assigned Individual Assignment, you or any of your affiliates or clients directly hire the Assigned Individual or utilize the services of the Assigned Individual as an independent contractor or

consultant, as part of a temporary pool, or through another staffing firm you agree to pay CFS a placement fee, which is due in full at the time of such direct hire or other utilization. The placement fee shall be calculated at thirty percent (30%) of the individual's first year anticipated annual pay.

ACCEPTANCE OF OUR ASSIGNED EMPLOYEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS

By permitting the Assigned Individual to commence his or her assignment, you agree to the foregoing terms and conditions. You further agree to reimburse CFS for all expenses and reasonable attorney's fees it may incur to enforce any provision of this Agreement. These terms and conditions will also be incorporated in and agreed to when you approve the Assigned Individual's timesheet.

CFS prides itself on its high level of customer service and we want to make sure your experience with CFS is a positive one.

Thank you again for choosing CFS. We value your business and appreciate this opportunity to service your current staffing needs.

Best Regards,

Tammy Power | Director, Staffing | Creative Financial Staffing (CFS)
300 New Stine Rd, Bakersfield, CA 93309
T: 661.833.5141 | TPower@CFStaffing.com

City Council

Meeting Date: August 8th, 2017

TO: Mayor and Council
FROM: Fire Chief Justin Vincent
SUBJECT: Medical Director Staff

BACKGROUND:

The California City Fire Department has an **immediate and sustained** need to fill the position of **Medical Director**. This need is due to county, state and federal regulations which require medical oversight for EMT and Paramedic first responders. This individual will be providing the DEA license that allows our Fire Department to order and stock lifesaving drugs and controlled narcotics for Advanced Life Support medical interventions. The Medical Director will report directly to the Fire Chief and be the medical oversight and technical expert for the fire department's paramedic program.

RECOMMENDATION:

The city council approves this contract with John Jay Stroh, MD, for Medical Director services, not to exceed \$1,500.00 per month.

FISCAL IMPACT:

The fiscal impact is already approved and covered in the budget for 2017/2018, line item 19-4222-630 (Other Contracts).

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

ENVIRONMENTAL IMPACT: NONE

CB2

**PROFESSIONAL SERVICES AGREEMENT (PSA)
CITY OF CALIFORNIA CITY, CA.**

THIS AGREEMENT is made and entered into this **1st day of August, 2017** ("Effective Date"), by and between the CITY OF CALIFORNIA CITY, a municipal corporation ("City"), and **John Jay Stroh, MD.** a consultant for the position of Medical Director in the Fire Rescue Department.

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor retained to perform the duties of Medical Director (per Kern EMS definition) and audit its EMS Operations as more fully described in Kern County EMS' Policies.

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services as per Kern County's Medical Director Policy and as described in Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of California City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the Fire Chief or his/her or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement in writing as hereinafter set forth with a 90 day notice.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement. The City has the right to terminate the agreement with a 90 day notice and seek other services.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any other person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense, unless specifically approved by the Fire Chief.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services in accordance with this agreement, Consultant shall be paid as a contractor / consultant. Total compensation shall not exceed **\$1,500.00 USD per month**. It is expected the consultant shall devote 24 hours of staff time to the Department monthly. The Consultant works at the direction of the Fire Chief and may attend meetings, electronically or in person, off-site training and regional meetings. The hours devoted to the position of Medical Director shall be monitored by the Fire Chief or his/her designee.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the Fire Chief authorizes in writing the expenditure. An example would be reimbursement for EMS supplies. It is expected that this will not occur and the City's regular medical supply vendors will be used when feasible.

2.3. Method of Billing. Payment for services delivered shall occur monthly and on the 15th of each month. Payment shall be via City check and the consultant shall keep on file with the City, an updated IRS1099 form. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be submitted to the Fire Chief in monthly reports.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on August 1st, 2017. Schedule is monitors by the Fire Chief and may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 1 year and shall expire on August 1st, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two (2) term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant with 90 days notice. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall continue rendering services under this Agreement within the 90 days, unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, policies, contracts, data studies, drawings, maps and reports, shall be delivered to the City within thirty (30) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement the applicable Medical Insurance to cover scope for work as a Medical Director and protect the City. The City shall reimburse the costs of insurance or additional policies required for this scope, up to \$4,200.00 USD annually. The consultant, being a Medical Doctor, shall recommend the insurance and policy. If direct pay is required, this can also occur, up to the amount listed above. The Medical Director is not a contractor and will not drive City vehicles or operate vehicles on job sites / incidents. The following language is contained in the City's agreement and **Section 5.0** (Insurance) may not apply, however has been left intact:

All of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) *Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.*

- (b) *Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.*
- (c) *Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.*
- (d) *Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.*

5.2. Endorsements. *The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:*

- (a) *Additional insureds: "The City of California City and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."*
- (b) *Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.*
- (c) *Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of California City, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of California City shall be excess and not contributing with the insurance provided by this policy."*
- (d) *Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of California City, its officers, officials, agents, employees, and volunteers.*

- (e) *The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.*

5.3. Deductible or Self Insured Retention. *If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.*

5.4. Certificates of Insurance: *Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.*

5.5. Non-limiting: *Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.*

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Fire Chief or his / her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall be the only one for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Fire Chief shall be the Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall be the Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. The Consultant being the Project Manager shall attend and assist in all coordination meetings called by City or Fire Chief.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48

hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

John Jay Stroh M.D.
8075 SVL Box
Victorville, CA 92395
Tel: *redacted*
Fax: _____
Attn: _____

IF TO CITY:

City of California City
21000 Hacienda Blvd.
California City, CA 93505
Tel: 760-373-8661
Fax: _____
Attn: _____

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Drug-Free Workplace Policy, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in The City's Drug-Free Workplace Policy shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Kern County, California.

With regard to the role and responsibilities of a Medical Director, the Kern County EMS policies shall be adhered to.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its

employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only in writing, executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the

offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF CALIFORNIA CITY,
A municipal corporation

Tom Weil, City Manager

Date: _____

Justin Vincent M.S., Fire Chief

Date: _____

CONSULTANT

Signature

Date: _____

John Jay Stroh, MD

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of California City

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Fire Chief

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

Provide Medical Direction of the Fire Rescue Department EMS delivery of service, per Kern County policy and State standards. Incumbent is responsible for performing professional level consulting in planning and training activities and programs with health and medical components; providing direction for fire service medical issues; and at times providing medical consultation to major support functions.

The Medical Director is a stand-alone consultant. The Medical Director is distinguished from other classifications by its responsibility for applying specialized medical knowledge to assure safety in field emergency medical services operations; for making decisions and providing expert consultation within the chain of command on a broad range of medical consideration.

In consultation with the Fire Chief and EMS Coordinator, will provide medical oversight and expertise to EMS Operations, including providing medical oversight and information to planning and operations personnel.

Assists EMS Training Section on operations training topics with EMS, medical and health components; provides medical oversight and provides direct EMS classroom and skills instruction and indirect education and briefings.

Provides medical oversight and expertise to continuous quality improvement (CQI) programs by reviewing and analyzing EMS effectiveness, system trends, and needs in an effort to ensure EMS system excellence; develops and assists in the formulation of policies and procedures; and participates in call reviews with nurse/educators, firefighter/paramedics, and firefighter/EMT's; assists in problem solving in field clinical decision making.

Serves as a liaison with medical directors and administrators of the Kern County EMS Agency, base hospitals, regional trauma centers, paramedic receiving hospitals, acute care facilities, paramedic training institutions and professional medical groups. Attends EMS administrative and oversight committee meetings such as MCAB and SYSCAB. May also attend Kern County Fire Chiefs EMS Section and Fire CQI. Other assignments may include, but are not limited to: California Fire Chiefs Association EMS Section, emergency medicine residency programs, law enforcement agencies, and exercise planning groups.

Within the California City Fire Rescue Department, participates in EMS programs. He / She may be the designated liaison with the Occupational Medicine provider to facilitate firefighter care following injuries or illnesses; is liaison with the IAFF/IAFC Fitness/Wellness Initiative Program Manager.

Assists EMS Coordinator/Designated Officer with decisions involving risk assessment, post exposure prophylaxis and treatment of occupational infectious disease exposures; assists Risk Management/Safety Officer/Respiratory Program Manager with medical and health components

of OSHA Respiratory Protection Standard; provides input to Safety and Occupational Health Project Team with regard to firefighter safety and health issues.

May assist by filling a position in the City EOC

Shall assist the Fire Chief and be the signatory on the Departments' DEA license for obtaining replacement narcotics for the Paramedic program. Shall develop policies for ordering and storage and direct the Fire Chief in procedures that will provide security and compliance with Law.

EXHIBIT B
FEE SCHEDULE

\$1,500.00 USD per month
Payable by City check on the 15th of each month to:

John Jay Stroh, MD
346 Hillcrest Street
El Segundo CA 90245

Beginning August 15, 2017

Up to \$4200 annually for Insurance
Direct pay or reimbursement – lump sum

EXHIBIT C

PROJECT SCHEDULE

There is no project schedule. The work assignments, meeting attendance is monitored and assigned by the Fire Chief and can fluctuate. Activities of the Medical Director will be captured on monthly reports.

EXHIBIT D

DRUG-FREE WORKPLACE POLICY

CITY OF CALIFORNIA CITY, CALIFORNIA

C O U N C I L P O L I C Y

DRUG FREE WORKPLACE

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of California City, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of California City in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of California City's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of California City share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of California City involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is

prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A;

D. Notifying the employee in the statement required by Subparagraph 1A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of California City within ten (10) days after receiving notice under Subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction.

F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of California City determines that:

A. Contractor and/or sub-grantee has made a false certification under Paragraph 1 above;

B. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of Subparagraphs 1 A through 1 G above;

C. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

;

3. Should any Contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or sub-grantee, the Contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of California City for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the Contractor and/or sub-grantee, the Contractor and/or sub-grantee shall be eligible for compensation as provided by law.



The Medical Board of California
2005 Evergreen Street, Suite 1200
Sacramento, CA 95815



PHYSICIAN AND SURGEON

CERTIFICATE NO. **G52847** EXPIRATION **09/30/2019**

JOHN JAY STROH
8075 SVL BOX
VICTORVILLE CA 92395-5164

ORIGINAL
ISSUANCE DATE
07/02/1984

RECEIPT NO.
100071585

IMPORTANT!

1. Please include your certificate number on any correspondence to this office.
2. Notify the Board of any name or address change in writing within 30 days per Business and Professions Code section 2021 (b) & (c).
3. Report any loss immediately in writing to the Board.
4. Please sign your name above, as printed on the front, and carry this pocket certificate with you.

If you have any questions regarding your pocket certificate, please call (916) 263-2382 or (800) 633-2322, or write to the Board at the address on the front of this card.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

005835.401399.0016.001 2 MB 0.485 1075

|||||

JOHN JAY STROH MD A MEDICAL
CORPORATION
346 HILLCREST STREET
EL SEGUNDO CA 90245

Date of this notice: 07-12-2007

Employer Identification Number:
26-0477786

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-0477786. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2007
Form 1120	03/15/2008
Form 940	01/31/2008

If you have questions about the form(s) or the due dates(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

* 8075 SUL BOX
VICTORVILLE CA 92395

CITY COUNCIL

April 25, 2017

TO: Mayor and City Council

FROM: Joe Barragan Building Official

SUBJECT: Installation of a new traffic signal controller, new LED traffic lights, a cabinet for battery backup system and a new battery backup system.

BACKGROUND: In the last couple of years the traffic signal system on CCB and Hacienda has failed. Staff has had to replace the controller, relays, a conflict monitor unit (CMU) and detectors. Currently there is an internal short with the Traffic Light System at CCB and Hacienda, if the CMU detects an issue the controller does not put the lights in Flash Mode. Also, if staff manually tries to put the lights in Flash Mode the lights go dark. The current traffic signal system is from the early 1990's. It is an old out dated system that needs to be replaced. Staff has received a quote for the materials to replace the traffic signal controller, the incandescent traffic lights with new LED traffic lights, to add a cabinet for battery backup system and to purchase a new battery backup system. City Staff would do all the work to replace the old system with the new purchased equipment. The quote for the materials, equipment and tools needed to do the replacement will not exceed \$13,000.

RECOMMENDATION: The City Council approved the purchase of the equipment that will not exceed \$13,000.

ATTACHMENTS: Quote for equipment.

FISCAL IMPACT:

Street Maintenance Account 27-4411-415

\$13,000

ENVIRONMENTAL ACTION: N/A

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

NBI.



Joe Barragan

JBarragan@californiacity-ca.gov

QUOTATION

Quote #: JLP022416C

Agency: California City City

Job Name: Controller & Signal Equipment

Bid Date: 07.28.17

Estimator: Jennifer Phelan

(760)734-5050

jennifer.phelan@mccain-inc.com

Bid Item	Qty	Description	Price	Extension
M44004	1	MCCAIN 2070E with	\$2,700.00	\$2,700.00
S-233RV		BI TRAN 233RV PROGRAM		
M30528	1	2010ECL CONFLICT MONITOR UNIT	\$594.14	\$594.14
M67330	2	242L ISOLATOR, EDI	\$41.09	\$82.18
M11367	4	200 LOAD SWITCH	\$21.05	\$84.20
M11407	6	EDI 222 DETECTOR	\$68.58	\$411.48

Note: Lead time is approx 75 days ARO

F.O.B. Destination, Freight Allowed

BBS SYSTEM:

M59763	1	ALPHA BBS, CALTRANS FXM 100 W/BYPASS,	\$1,797.20	\$1,797.20
M68111	4	BBS BATTERY 12VDC MK8A24HEI WITH HANDLE	\$212.55	\$850.20
M34196	1	BBS CABINET, 56X26X12, ANODIZED, SIDE MOUNT CALTRANS	\$972.55	\$972.55

Note: Lead time is approx 90 days ARO

F.O.B. Destination, Freight Allowed

M80081	16	L.E.D. RED 12" BALL	\$39.69	\$635.04
M81814	16	L.E.D. YELLOW 12" BALL	\$39.69	\$635.04
M81159	16	L.E.D. GREEN 12" BALL	\$39.69	\$635.04
M56096	8	L.E.D. HAND/MAN MODULE	\$117.60	\$940.80

LEDs: Lead time is approx 30 days ARO

F.O.B. Destination, Freight Allowed

McCain Inc. is an international corporation with factories, vendors and suppliers located throughout the world. Unless specifically noted, we are not aware and/or may not comply with Buy America requirements particular to this project.

Reference Total

\$10,337.87

Prices firm for 30 days. Freight included. Add sales tax.

Sale is subject to McCain's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

If you received this in error, please contact the sender and delete the material from any computer.

